

State of Arkansas  
Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222  
**REQUEST FOR QUALIFICATIONS**

<b>RFQ Number:</b> SP-12-0240	<b>Buyer:</b> Jaime Kaufman
<b>Commodity:</b> Substance Abuse Treatment Services for Parole and Adult Probation Clients <b>Agency:</b> AR Department of Community Correction <b>Date:</b> 05/09/2012	<b>Initial Bid Opening Date:</b> May 24, 2012 This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period <b>Initial Bid Opening Time:</b> 1:00 pm

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

**Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>BID OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name:

Name (type or print):

Title:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification:

\*

\*

Federal Employer ID Number

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION**

Business Designation Individual (check one):	Sole Proprietorship *	Public Service Corp *
Partnership *	Corporation *	Government/ Nonprofit *

<b>GENERAL DESCRIPTION:</b>	<b>Substance Abuse Treatment Services for Parole and Adult Probation Clients</b>
<b>BUYER:</b>	<b>Jaime Kaufman</b>
<b>AGENCY P.R. NUMBER</b>	<b>1000592887</b>

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**MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_  
Asian American\_\_\_\_ Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

**ALTERATION OF ORIGINAL RFQ DOCUMENTS**

The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

**REQUIREMENT OF ADDENDUM**

THIS RFQ MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the proposal prior to submission. There will be no addendums to a proposal 72 hours prior to the proposal opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

**DELIVERY OF RESPONSE DOCUMENTS**

In accordance with the Arkansas Procurement law and Regulations, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the proposal solicitation documents. Proposal documents received at the Office of State Procurement after the date and time, designated for the proposal opening are considered late proposals and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which proposal the submission is intended.

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**ADDITIONAL TERMS AND CONDITIONS**

The Office of State Procurement objects to and shall not consider any additional mandatory agreement terms and/or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its proposal, a bidder agrees that any additional mandatory agreement terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with mandatory terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

**ANTICIPATION OF AWARD**

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The proposal results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, The Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

**PAST PERFORMANCE**

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

**VISA ACCEPTANCE**

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (P-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

**EO-98-04 GOVERNOR'S EXECUTIVE ORDER:**

Bidders should complete the Disclosure Forms posted with this proposal.

**OUTSTANDING TAX LIABILITY**

Bidders must disclose the existence, as of the date of proposal submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their proposals rejected.

**CURRENCY**

Bid and proposal pricing must be United States dollars and cents.

**LANGUAGE**

Bids and proposals will only be accepted in the English language.

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**SECTION 1 – GENERAL INFORMATION****1.0 Introduction**

The Office of State Procurement (OSP) is issuing a Request for Qualifications (RFQ) for the Arkansas Department of Community Correction (DCC). The DCC is seeking out community-based service providers, located in the State of Arkansas, that are licensed to provide dual diagnosis, residential substance abuse treatment services, and/or chemical-free living. The mission of Arkansas Department of Community Correction is to enhance public safety by encouraging a crime-free lifestyle and providing cost-effective, evidence-based programs in the supervision and treatment of adult offenders. OSP will verify that proposals meet minimum mandatory requirements. DCC will review the submission based on the criteria outlined in this document. A List of Qualified Service Providers will be established.

**1.1 Issuing Office**

The Office of State Procurement issues this Request for Qualifications (RFQ) for the Arkansas Department of Community Correction. The issuing office is the sole point of contact in the State of Arkansas for the selection process. Questions regarding RFQ related matters should be addressed to the buyer, Jaime Kaufman at [Jaime.Kaufman@dfa.arkansas.gov](mailto:Jaime.Kaufman@dfa.arkansas.gov) or 501-371-6065.

**1.2 Definition of Terms**

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document.

- DCC – Department of Community Correction
- OADAP – Office of Alcohol and Drug Abuse Prevention
- TPCP – Tobacco Prevention and Cessation Program
- DBHS – Division of Behavioral Health Services
- ArAIM – Arkansas Accountability Interventions Matrix
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**1.3 RFQ Opening Date and Location**

To be considered, submissions must be received prior to the time and date specified on page one of the RFQ or at any time after that date during the entire list period. Submissions shall be publicly opened and announced at that time and become public information under the laws of the State of Arkansas.

**1.4 Reservation**

This RFQ does not commit the State Purchasing Official to award a contract, to pay costs incurred in the preparation of response to this request, or to procure or contract for services or supplies.

**1.5 Proprietary Information**

- Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures.
- Qualifications and documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening.
- Should a firm require non-disclosure of any information, it must be clearly marked as proprietary information and be submitted separately, sealed from the proposal response.

**1.6 Publicity**

News releases pertaining to the RFQ or the services, study, data, or project to which it relates will not be made without prior written approval of the State Purchasing Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without written approval from the State Purchasing Director, and then only to persons designated.

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**1.7 Cautions to Vendors**

- 1) For a RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
- 2) The State Procurement Official reserves the right to reject a RFQ, if it is in the best interest of the State. Submissions will be rejected for one or more reasons not limited to the following:
  - Failure to provide licensure for services being bid upon.

**1.8 Confidentiality**

The offeror shall be bound to confidentiality of any information that its employees may become aware of during the qualification process. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for disqualification.

**1.9 Negotiations**

As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**1.10 Conditions of Contract**

The successful vendor(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor

**1.11 List Updates**

The original list shall be for one (1) year beginning July 1, 2012 thru June 30, 2013. The list shall be reviewed annually and upon mutual agreement shall be reissued for six (6) one (1) year periods or a portion thereof.

**1.12 Cancellation / Suspension**

Non-compliance with the performance/procedures outlined within this RFQ, subject the service provider to suspension/cancellation of their services to the Program, including but not limited to the following:

1. The service provider will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced
3. The service provider may be removed from the list

\*The remedies listed above are in addition to all others available at law or equity

**1.13 Statement of Liability**

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for items and technical literature until the services have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

**1.14 Award Responsibility**

The State Procurement Official will be responsible for maintaining a qualified vendors list for the services outlined within this document.

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**SECTION 2 – SCOPE OF WORK****2.0 Purpose**

According to the U. S. Department of Justice, one in every 138 U. S. residents was in prison or jail at yearend 2004. Overall, the Nation's prison population grew by 1.9%. In Arkansas, prisons and jails are overcrowded, with a projected growth of 17% in the next 5 years. Alternatives are necessary to alleviate the overcrowding and provide prison beds for new commitments.

Adult probation and parole supervision in the community are viable alternative to prison. Probation and Parole Clients have the opportunity to make positive changes in their lives in a way that helps to diminish risks and needs in a constructive and accountable way. Some of the effective strategies for successful supervision are comprehensive case plans, drug testing, treatment services, and direct and immediate sanctions and incentives. Evidence-based programs bring the full weight of all intervention efforts to bear; forcing the client to deal with his or her substance abuse and other issues. This approach facilitates increased accountability and probability for positive change and successful supervision.

At the end of March, 2012, Arkansas had a total statewide probation and parole caseload of 55,757 clients, most of which have been assessed as having substance abuse issues.

The goal of the Substance Abuse Treatment Program is to provide residential, dual diagnosis and chemical-free living services to male and female probation and parole clients participating in DCC community supervision. The primary service objective for residential treatment is to provide inpatient services in a supervised drug-free environment while undergoing intensive substance abuse treatment and other court-ordered services. The number of treatment days is determined by the judge and DCC treatment\_staff.

**2.1 Target Population**

The target population consists of males and females under DCC community supervision.

**2.2 Services**

Treatment may include any or all of the following services:

**1. Residential Treatment**

Twenty-four (24) hour a day treatment services in a residential setting for the number of days required by the court or parole board, including, but not limited to the following:

- Individual/group/family counseling
- Relapse prevention training
- Medication education
- Stress or anger management/relaxation training
- Recreational therapy
- AA/CA/NA support group meetings

Optional services may include the following:

\*\*The following services may be addressed by referral to a licensed alcohol and drug treatment program or provided through partial day outpatient treatment

- Indoctrination into the Twelve-Step Program
- Life and employability skills
- Academic and vocational assistance
- Parenting and communication skills

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2. Chemical-Free Living Centers (CFLF)

Referrals may be made to chemical-free living centers if the judge or parole board feels the probation and parole client must be taken from his/her home environment and placed in a structured housing facility. The services shall include adequate supervision and services based upon the probation and parole clients' needs and criminal histories, including but not limited to the following:

- employment counseling, as appropriate
- budget development
- AA/CA/NA support individual/group meetings, as appropriate
- individual/group counseling
- planning and resource development (future housing, transportation, etc., approved by appropriate team members)
- life skills, as appropriate
- aftercare plan

3. Dual-Diagnosis

Treatment of the dually-diagnosed probation and parole client shall be provided in a facility that can provide both mental health and substance abuse treatment concurrently. A plan of treatment for the disorder must be developed by substance abuse and mental health professionals. Mental health treatment, in addition to substance abuse therapy, may include the following:

- Individual/group outpatient therapy sessions

4. Observation Detoxification

This service requires monitoring twenty-four (24) hours per Day (3 days maximum) of a probation and parole client while he/she is undergoing mild withdrawal in a residential setting. Vital signs will be taken by a staff member trained and certified by OADAP as a Regional Detoxification Specialist, or a medical doctor, registered nurse, licensed psychiatric technical nurse or licensed practical nurse. The provider shall establish and implement emergency medical procedures.

5. Specialized Women Services (SWS)

At a facility designated as SWS, a unit of service will be one day for a family. A family consists of a mother with up to two (2) children under the age of six (6) years. Older children may be admitted with the approval of OADAP. Services shall include, but are not limited to the following:

- case management
- alcohol and drug treatment
- child care
- transportation
- medical treatment
- housing
- education/job skills training
- parenting skills
- aftercare
- family education

6. Group Counseling

Counseling provided in an outpatient environment to more than one probation and parole client. Services to all members of the group may be reimbursed. A unit of service is fifteen (15) minutes or any part thereof.

7. Family Counseling

Counseling provided in an outpatient environment to a probation and parole client and/or family members and/or significant other. Although the probation and parole client is usually present at these sessions, these sessions are reimbursable if the client is not present. Services to all members of the family or significant other may be reimbursed. A unit of service is fifteen (15) minutes or any part thereof.

8. Individual Counseling

Counseling care provided to probation and parole clients in an outpatient environment. Outpatient services provided to the probation and parole client only. A unit of service is fifteen (15) minutes or any part thereof.

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**2.3 Licensure & Training**

In order to provide services, licensure must be submitted with the proposal as outlined below:

All persons, partnerships, associations or corporations establishing, conducting, managing, or operating and holding themselves out to the public as an alcohol, drug, or alcohol and drug abuse treatment program must be licensed by the Arkansas Department of Human Services, Division of Behavioral Health Services, Alcohol and Drug Abuse Prevention as provided by Arkansas Code §20-64-901 through §20-64-906.

1. Residential Substance Abuse Treatment
  - a. Licensed by OADAP for substance abuse treatment
  - b. DCC transitional housing license
2. Chemical-Free Living Services
  - a. Licensed by OADAP for substance abuse treatment
  - b. DCC transitional housing license
3. Dual Diagnosis Treatment Services
  - a. Licensed by OADAP for substance abuse treatment
  - b. DCC transitional housing license if overnight housing is required for provision of services
  - c. Licensed by the DBHS for mental health treatment
4. Observation Detoxification
  - a. Licensed by OADAP for substance abuse treatment
  - b. DCC transitional housing license if overnight housing is required for provision of services
5. Specialized Women Services
  - a. Licensed by OADAP for substance abuse treatment
  - b. DCC transitional housing license
6. Group Counseling
  - a. Licensed by OADAP for substance abuse treatment
  - b. An alcohol and drug counselor certified through the Arkansas Substance Abuse Certification Board or the State Board of Examiners of Alcoholism and Drug Abuse Counselors.
7. Family Counseling
  - a. Licensed by OADAP for substance abuse treatment
  - b. An alcohol and drug counselor certified through the Arkansas Substance Abuse Certification Board or the State Board of Examiners of Alcoholism and Drug Abuse Counselors.
8. Individual Counseling
  - a. Licensed by OADAP for substance abuse treatment
  - b. An alcohol and drug counselor certified through the Arkansas Substance Abuse Certification Board or the State Board of Examiners of Alcoholism and Drug Abuse Counselors.

\*\*Temporary licenses will not be accepted to qualify as a provider.

The service provider will participate in training events as required by the DCC.

**2.4 Vendor Requirements**

The service provider must be a community-based provider, located in the state of Arkansas, whose programs and services are evidence based, as defined in ACT 570 of 2011.

Probation and Parole Client referrals will be made only to service providers who meet the guidelines of this document and are approved for participation.

Service provider shall coordinate with and provide information to team/officer/counselor through regular contact (meetings, telephone, etc.) regarding case management, client progress, and aftercare plans. Appointments shall be made only through the DCC Counselor or other designated staff person.



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The service provider must have an order from the referring judge or authorized treatment staff before services can be rendered.

The service provider shall immediately notify the DCC supervision officer when a probation and parole client walks away from treatment or fails to report to treatment as required.

The service provider shall provide quality treatment services in a professional, ethical, and effective manner in accordance with the law governing the services provided.

The service provider must comply with the State disclosure requirements established by Governor's Executive Order.

The service provider must comply with the Prison Rape Elimination Act 42 U.S.C. §§ 15601 to 15605.

DCC will conduct on-site visits to review case records, files, and other necessary documentation to verify the utilization of evidence based practices.

The service provider shall include copies of the research relied upon as evidence of compliance with the evidence-based practice requirements, and support documentation of staff training on evidence-based practices, prior to providing services.

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the service provider's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

## **2.5 Treatment**

The judge is the authority for deciding the type of services a probation and parole client will receive. The judge may order an assessment, without court, prior to determining the services to which he/she will order the client.

The environment for substance abuse and mental health treatment services shall be consistent with state, federal and local laws and shall not conflict with the conditions of community supervision.

1. The service provider shall provide evidence-based comprehensive substance abuse treatment.
  - a. The service provider will provide evidence-based individualized substance abuse treatment to Probation and Parole Clients referred for services.
  - b. Treatment will follow treatment plans as developed by the service provider, DCC treatment team, counselor and/or officer
  - c. Service provider's staff members working with DCC treatment program probation and parole clients will complete necessary training on evidence base practices.
  - d. Documentation or evidence of attendance of Evidence-based practice trainings will be submitted to Kara Simmons at the DCC purchasing department prior to providing services and upon reissue.
  - e. Service Provider will submit a list of all eligible staff members working with the DCC Clients to the Arkansas Department of Community Correction Purchasing Department prior to providing service.
  - f. DCC may review treatment plans periodically

When possible, a family member must be a part of the treatment process (i.e., family therapy, group discussions, etc.).

## **2.6 Records**

The service provider shall keep accurate records of costs incurred and individualized services, including **evidence-based training and services** provided to probation and parole clients participating in the program.

A copy of the court order shall be maintained in the probation and parole client's treatment files for tracking and verification purposes.

The service provider must maintain a record of all treatment services provided, incidents, rule infractions, and progress notes in the probation and parole client's record before discharge or action can be taken against the probation and parole client.

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**2.7 Payment & Invoicing**

Invoices shall be forwarded to the DCC Administrative Assistant, NO LATER THAN THE 10<sup>TH</sup> OF EACH MONTH, who will provide a copy the referring DCC office for validation of services rendered. Following validation, invoices will be forwarded to the DCC Purchasing Manager, for payment.

The service provider shall bill the DCC on a monthly basis for actual services rendered, utilizing an invoice, provided on the DCC public web site, ([www.dcc.arkansas.gov/programsServices](http://www.dcc.arkansas.gov/programsServices)).

Payment will be based upon receipt of an original and verified invoice for services rendered and a copy of the court order with the probation and parole client's signature. DCC will not assume financial responsibility for services rendered by providers to persons without proper documentation.

The DCC obligation to reimburse providers is limited by the amount of appropriation and funding provided by the Arkansas Legislature for the specific purpose of the payment of treatment costs as described herein. Under no circumstances will DCC be financially responsible for reimbursing providers for the costs of treatment once the appropriation and funding provided by the Arkansas legislature is exhausted.

- The service provider must exhaust the probation and parole client's financial resources (Medicare, Medicaid, private insurance, etc.) prior to billing DCC for services described herein.

**2.8 Reporting**

A. The service provider shall provide activity reports to the referring team or DCC staff in a format and time specified by the judge. The report format shall include, but is not limited to the following:

- probation and parole client's social security number
- race
- sex
- supervision area
- referring DCC office
- types of service rendered
- provider name and facility location
- admission date
- diagnosis
- treatment
- progress
- discharge summary
- discharge date
- recommendations

\*\*The DCC Deputy Director for Parole/Probation Services will provide a uniform release form that is submitted initially to include services provided under the contract, so that probation and parole client treatment information and documents may be released to the referral team.

B. The provider shall submit monthly and annual reports to the DCC, including but not limited to the following:

- number of admissions
- number completing the program successfully
- client demographics
- number of treatment days and type of services
- number and type of terminations
- number of probation and parole clients scheduled for services but did not report to the treatment facility

**2.9 Dismissal/Suspension**

The service provider must notify the supervision officer of any intended termination of residential or intense outpatient services due to violence or other incidents of a serious nature before a probation and parole client is dismissed.

The service provider must obtain the approval of the judge or parole board for early discharge of a probation and parole client from residential treatment.

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**Acts of Violence** - Immediate dismissal of probation and parole clients from treatment is not an option for the service provider unless the probation and parole client commits an act of violence (verbal/physical and/or destruction of property), sexual assault, use or abuse of drugs or alcohol. If a probation and parole client commits a verbal threat or physical act of violence, local law enforcement and the supervising officer must be contacted immediately. This information shall also be immediately reported to the judge by the supervision officer.

When a client violates facility rules, the service provider shall take the following actions to address the violation(s):

- a. 1<sup>st</sup> Incident – Decide on an appropriate action.
- b. 2<sup>nd</sup> Incident – Inform the supervision officer who will apply ArAIM or inform the judge, who must be in agreement with the provider's decision before dismissal if such action is under consideration.
- c. 3<sup>rd</sup> Incident – Determine whether the incident is grounds for dismissal from the treatment program (with program re-entry dependent upon the type of violation(s) committed previously and individual provider rules for readmission), and advise the supervision officer prior to the client leaving the facility. Note: The officer informs the judge.

## 2.10 Reimbursement

The cost for residential treatment services to probation and parole clients shall be as specified in the qualified list and approved by DFA, and OSP, not to exceed the following maximum reimbursable cost for a specific service per probation and parole client per day contingent upon availability of appropriation and funds.

Service	Cost	Limitation
Residential Substance Abuse Treatment *	\$ 62.00	Maximum per day
Chemical-Free Living Center *	\$ 24.00	Maximum per day
Dual-Diagnosis **	\$ 72.00	Maximum per day
Observation Detoxification **	\$ 75.00	Maximum per day
Specialized Women Services	\$ 100.00	Maximum per day
Group Counseling	\$ 4.00	Maximum per 15 minutes
Family Counseling	\$ 4.00	Maximum per 15 minutes
Individual Counseling	\$ 13.00	Maximum per 15 minutes

\* Probation and Parole Client may access this service one (1) time on for the first thirty (30) day maximum, unless ordered by the court or parole board.

\*\* Services are not to exceed three (3) days, unless ordered by the court.

Any agreements established on cost other than those listed above shall be filed with OSP and the DCC Deputy Director for Administrative Services, prior to presenting invoices for payment.

Assessment fees are not reimbursable.

## SECTION 3 – SUBMISSION REQUIREMENTS

### 3.0 Submissions Overview

The Arkansas Department of Community Correction has established that the following minimum qualification be submitted

### 3.1 Information to be Submitted

Supply the information requested below:

- 1) An official authorized to bind the respondent to a resultant contract **must** have signed the proposal.
- 2) Proof of licensure for services being bid upon.
- 3) Description of expected outcome of services provided.
- 4) Documentation showing practices are evidence-based (proven to reduce recidivism)
- 5) A list of the individuals who will support the offeror's efforts on site
- 6) Years of Experience. \_\_\_\_\_
- 7) Ownership (whether public, partnership, subsidiary, or specified other). \_\_\_\_\_
- 8) Number of full time employees \_\_\_\_\_

STATE OF ARKANSAS  
REQUEST FOR QUALIFICATIONS

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**STANDARD TERMS & CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the proposal is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this proposal. If the bidder takes no exception to specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the proposal. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The request for qualifications will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

STATE OF ARKANSAS  
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15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the request for qualifications, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

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COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### F O R I N D I V I D U A L S \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

### F O R A V E N D O R ( B U S I N E S S ) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
  
*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature\_\_\_\_\_ Title\_\_\_\_\_ Date\_\_\_\_\_

Vendor Contact Person\_\_\_\_\_ Title\_\_\_\_\_ Phone No.\_\_\_\_\_

Agency use only

Agency Number\_\_\_\_\_ Agency Name\_\_\_\_\_ Agency Contact Person\_\_\_\_\_ Contact Phone No.\_\_\_\_\_ Contract or Grant No.\_\_\_\_\_